

ORIGINAL

FILED

AUG 21 2002

JOHN P. MONTGOMERY,
Court Executive Officer
MARIN COUNTY SUPERIOR COURT
BY: N. JOHNSON, CLERK

COOLEY GODWARD LLP
BENJAMIN K. RILEY (112007)
NICOLE A. SIMON (216087)
One Maritime Plaza, 20th Floor
San Francisco, CA 94111-3580
Telephone: (415) 693-2000
Facsimile: (415) 951-3699

Attorneys for Defendants
ROBERT MINTON and
THE LISA MCPHERSON TRUST

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MARIN

CHURCH OF SCIENTOLOGY
INTERNATIONAL, a California nonprofit
religious corporation,

Plaintiff,

v.

GERALD ARMSTRONG, an individual;
ROBERT MINTON, an individual; THE
LISA MCPHERSON TRUST, a for-profit
corporation; and DOES 1 through 50,
inclusive,

Defendants.

No. CV 021632

DEFENDANT ROBERT MINTON AND THE
LISA MCPHERSON TRUST'S ANSWER TO
PLAINTIFF'S COMPLAINT FOR DAMAGES

Defendants Robert Minton and The Lisa McPherson Trust ("Defendants") hereby answer the unverified allegations of the Complaint for Damages for Breach of Contract, Intentional Interference With Contractual Relations, and Conspiracy to Breach Contract and to Interfere With Contractual Relations ("Complaint"), filed herein on or about April 2, 2002 by plaintiff Church of Scientology International ("Scientology"), by denying generally each and every allegation contained therein pursuant to California Code of Civil Procedure section 431.30.

AFFIRMATIVE DEFENSES

As and for their affirmative defenses, Defendants are informed and believe and thereupon allege as follows:

NOTED v1/02
020821LDCG

1.

DEFENDANT MINTON AND THE MCPHERSON TRUST'S ANSWER TO PLAINTIFF'S COMPLAINT

1 1. The Complaint and each cause of action alleged against Defendants therein fail to
2 state facts sufficient to constitute a cause of action against Defendants.

3 2. The Complaint and each cause of action alleged against Defendants therein is
4 barred by reason of the terms of the Settlement Agreement.

5 3. The Complaint and each cause of action alleged against Defendants therein is
6 barred by reason of the applicable statute of limitations, including, without limitation, Code of
7 Civil Procedure section 339.

8 4. Scientology knew, should have known and/or was fully advised concerning the
9 matters alleged in the Complaint, and thus Scientology is precluded from asserting any such
10 claims against Defendants.

11 5. Scientology has not been damaged as a result of the conduct of Defendants, and/or
12 any actual damage was incurred by reason of Scientology's own conduct, decision and/or choice.

13 6. Scientology failed to mitigate or minimize its alleged damages, if any, and is
14 therefore barred from recovering damages which could have been prevented.

15 7. Scientology is precluded and barred from asserting any claim against or recovering
16 any damages from Defendants arising out of any of the matters alleged to have occurred in the
17 Complaint by virtue of the doctrine of laches.

18 8. Scientology is precluded and barred from asserting any claim against or recovering
19 any damages from Defendants arising out of any of the matters alleged to have occurred in the
20 Complaint by virtue of the doctrine of estoppel.

21 9. Scientology is precluded and barred from asserting any claim against or recovering
22 any damages from Defendants arising out of any of the matters alleged to have occurred in the
23 Complaint by virtue of the doctrine of waiver.

24 10. Scientology is precluded and barred from asserting any claim against or recovering
25 any damages from Defendants arising out of any of the matters alleged to have occurred in the
26 Complaint by virtue of the doctrine of unclean hands.

27 11. Defendants were justified and/or privileged in doing any and all of the acts alleged
28 in the Complaint.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PRAYER

WHEREFORE, Defendants pray that a final judgment be entered in their favor and against Scientology on the Complaint such that Scientology receives nothing and Defendants receive their costs and all other relief this Court deems just and proper.

Dated: August 20, 2002

COOLEY GODWARD LLP

By: 
Benjamin K. Riley

**Attorneys for Defendants
ROBERT MINTON and
THE LISA MCPHERSON TRUST**